

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
MCALLEN DIVISION**

ERICA CHAVEZ
Plaintiff,

VS.

STATE FARM LLOYDS,
Defendant.

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Civil Action No. 7:15-cv-00487

JURY REQUESTED

PROPOSED FINAL JUDGMENT

BE IT REMEMBERED that in the due course of proceedings in this Court, the above-entitled and numbered cause was called for trial before the Honorable Micaela Alvarez, Presiding Judge in the United States District Court for the Southern District of Texas, McAllen Division, wherein Erica Chavez is Plaintiff and State Farm Lloyds is Defendant. Plaintiff appeared in person and by her attorneys of record and announced ready for trial. Defendant appeared by its attorneys of record and announced ready for trial. The parties proceeded with their case before a duly sworn jury of their peers. Thereafter, all matters in controversy that are factual were submitted to the jury for determination and in accordance with the Court's Jury Charge.

The jury rendered its verdict in favor of the Plaintiff and finds that Defendant breached its contract with Plaintiff and should pay as actual damages the principal sum of **Four Thousand Six Hundred and Eighty-Six Dollars and Sixty-Two Cents** (\$4,686.62);

The jury also rendered verdict in favor of the Defendant and finds that the demand made by the Plaintiff or her attorney on May 27, 2015 in the amount of \$40,776.74 was

excessive. The Court therefore finds that the Plaintiff is not entitled to recover pre-judgment interest on the award rendered in this judgment.

The Court finds that the Defendant made an offer of judgment of \$9,500.00 which was rejected as a matter of law on December 31, 2015. Accordingly, the Court finds Defendant recover, as an offset, against the sum of actual damages, the sum of \$1,941.20 for costs taxed against Plaintiff.

Finally, the Court awards post-judgment interest at 5% per annum until such time as this judgment is paid.

IT IS THEREFORE ORDERED, ADJUDICATED, AND DECREED that Plaintiff Erica Chavez, have and recover of and from:

STATE FARM LLOYDS
c/o Elizabeth Cantu
Dan K. Worthington
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P.O. Box 3725
McAllen, Texas 78502-3725

the following:

1. The sum of **Two Thousand Seven Hundred Forty-Five Dollars and Forty Two Cents** (\$2,745.42).
2. Post-judgment interest thereon at the rate of five percent (5%) per annum from the date of this judgment until paid, together with all costs of court including costs incurred in enforcement and collection in this behalf expended.

IT IS FURTHER ORDERED that Plaintiff is allowed such writs and processes as may be necessary in the enforcement and collection of this judgment. This judgment is final, disposes of all claims and parties, and is appealable.

SIGNED and ENTERED this _____ day of _____, 201__.

Honorable Micaela Alvarez
PRESIDING JUDGE

AGREED TO:

DAVIS LAW GROUP

By: /s/ J. P. Davis

Joshua P. Davis
State Bar No. 24055379
Federal Bar No. 1109971
1010 Lamar, Suite 200
Houston, Texas 77002
(713) 337-4100/phone
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Attorney-in-Charge for Plaintiff
Erica Chavez

Of Counsel:

DAVIS LAW GROUP
Katherine Ray
State Bar No. 24091634
Federal Bar No. 2627670

AGREED TO:

By: /s/ D.K. Worthington (w/p)

Dan K. Worthington
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Attorney-in-Charge for Defendant
State Farm Lloyds